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9 LIBERTY MUTUAL INSURANCE COMPANY

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11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA
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14 LIBERTY MUTUAL INSURANCE
15 COMPANY, a corporation,

16 Plaintiff,

17 v.

18 TRANSCON SHIPPING CO., INC., a
19 corporation; and DOES 1 to 10,

20 Defendants.

Case No. 2:22-cv-07170

**COMPLAINT FOR NON-
DELIVERY OF OCEAN CARGO**

(Damages in the sum of \$71,470.10)

21 Plaintiff's complaint follows:

22 1. Plaintiff LIBERTY MUTUAL INSURANCE COMPANY
23 ("Plaintiff"), is now, and at all times herein material was, a corporation organized
24 under the laws of Massachusetts and headquartered in Massachusetts, duly
25 organized and existing by virtue of law. Plaintiff was the insurer of the cargo that is
26 the subject of this action.

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1 2. Plaintiff is informed and believes, and on the basis of that information
2 and belief alleges, that TRANSCON SHIPPING CO., INC., a corporation; and
3 DOES ONE through TEN, (hereafter “Defendants”), are now and at all times herein
4 material were, engaged in business as common carriers for hire within the United
5 States and within this judicial district.

6 3. The true names of defendants sued herein as DOES ONE through TEN,
7 each of whom is responsible for the events and matters herein referred to, and each
8 of whom caused or contributed to the damage herein complained of, are unknown to
9 Plaintiff, who therefore sues said defendants by such fictitious names. Plaintiff will
10 amend its complaint to show the true names of said defendants when the same have
11 been ascertained.

12 4. Plaintiff’s complaint contains a cause of action for non-delivery of
13 cargo arising under a statute of the United States, namely the Carriage of Goods by
14 Sea Act, 46 U.S.C. 30701, *et seq.*, and is therefore within the jurisdiction of this
15 Court pursuant to 28 U.S.C. § 1331, as more fully appears herein. Additionally, the
16 Court has admiralty jurisdiction pursuant to 28 U.S.C. § 1333. Venue is proper
17 under 28 U.S.C. § 1391(b).

18 5. This is a cause of action for non-delivery of ocean cargo, and is an
19 admiralty and maritime claim within the meaning of Rule 9(h), Federal Rules of
20 Civil Procedure, as hereinafter more fully appears.

21 6. Plaintiff is informed and believes, and on the basis of such information
22 and belief alleges that, on or about November 28, 2021, at Taoyuan, Taiwan,
23 Defendants, and each of them, received a shipment of sewing machines and parts for
24 carriage under bill of lading number AOB2109483, and others, issued by and/or on
25 behalf of said defendants, as well as a shipment of sewing machine heads for
26 carriage under bill of lading number AOB2109484, and others, issued by and/or on
27 behalf of said Defendants. Defendants, and each of them, agreed, under contracts of
28 carriage and in return for good and valuable consideration, to carry said cargo from

1 Taoyuan, Taiwan to New York, New York, and there deliver said cargo to the
2 lawful holder of the aforementioned bills of lading, and others, in the same good
3 order, condition, and quantity as when received. The bills of lading, which were
4 executed by and between, or on behalf of, Defendants and Plaintiff's subrogors,
5 contained a clause designating the United States District Court of the Central
6 District of California as the mandatory and exclusive venue for the adjudication of
7 disputes.

8 7. Thereafter, in breach of and in violation of said agreements,
9 Defendants, and each of them, did not deliver said cargo in the same good order,
10 condition, and quantity as when received as when received at Taoyuan, Taiwan. To
11 the contrary, Defendants, and each of them, failed to deliver the cargo, which is
12 presumed lost at sea. The value of the non-delivered cargo was \$71,470.10.

13 8. Prior to the shipment of the herein described cargo and prior to any loss
14 thereto, Plaintiff issued its policy of insurance whereby Plaintiff agreed to indemnify
15 the owner of the cargo and its assigns, against loss of or damage to said cargo while
16 in transit, including mitigation expenses, and Plaintiff has therefore become
17 obligated to pay, and has paid to the persons entitled to payment under said policy,
18 the sum of \$71,470.10, on account of the herein described loss.

19 9. Plaintiff has therefore been damaged in the sum of \$71,470.10, or
20 another amount according to proof at trial, no part of which has been paid, despite
21 demand therefor.

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WHEREFORE, Plaintiff prays that this Court enter judgment in its favor and against Defendants, and each of them; that this Court decree payment by Defendants, and each of them, to Plaintiff in the sum of \$71,470.10, together with prejudgment interest thereon and costs of suit herein; and that Plaintiff have such other and further relief as in law and justice it may be entitled to receive.

Respectfully submitted,

Dated: October 3, 2022

GIBSON ROBB & LINDH LLP

/s/ JOSHUA E. KIRSCH

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Attorneys for Plaintiff

LIBERTY MUTUAL INSURANCE
COMPANY